RICHARD A. PAUL (SBN 057976)
rpaul@paulplevin.com
KARI D. SEARLES (SBN 204886)
ksearles@paulplevin.com
PAUL, PLEVIN, SULLIVAN & CONNAUGHTON LLP
401 B Street, Tenth Floor
San Diego, California 92101-8214
Telephone: (619) 237-5200
Facsimile: (619) 615-0700

DENAH H. HOARD (SBN 175316)
dhoard@calstate.edu
CHRISTINE HELWICK (SBN 057274)
CALIFORNIA STATE UNIVERSITY
OFFICE OF GENERAL COUNSEL
401 Golden Shore, 4th Floor
Long Beach, CA 90802-4210
Telephone (562) 951-4500
Facsimile: (562) 951-4959

Attorneys for Defendants
BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY (erroneously also sued as SAN DIEGO STATE UNIVERSITY), JEFF SCHEMMEL

FILED
08 MAY 13 PM 4:02
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY: DEPUTY

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

DEENA DEARDURFF SCHMIDT, Plaintiff, v. BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, SAN DIEGO STATE UNIVERSITY, JEFF SCHEMMEL, DOES 1-15, Defendants.	CASE NO.: 07-CV-2343-DMS-WMc **STIPULATION AND PROTECTIVE ORDER RE CONFIDENTIALITY** Dept.: Judge: Magistrate Judge William McCurine Date of Filing: Trial Date:

Discovery in this matter requires the disclosure of information, either documentary, testimonial or both, regarding personal, private and confidential information relating to the identity and statements of CSU students, student witnesses and their parents. The parties, by and through their attorneys of record, stipulate and agree to the following terms and conditions in order to protect and safeguard the disclosure of any personal, private and/or confidential information relating to the identity and comments of CSU students, student witnesses and their parents, as defined below, to any person or entity other than the named parties, their attorneys of record, and this court.

IT IS STIPULATED AND AGREED that the parties and their attorneys of record shall follow the procedures set forth below with respect to personal, private and confidential information relating to the identity and comments of CSU students, student witnesses and their parents disclosed through discovery in this matter:

1. **"Confidential Information"** shall mean any information contained in any records, documents, testimony (in any forum), interrogatory responses, or other discovery responses, relating to the identity of all CSU students, student witnesses and their parents (including but not limited to a student's name, home address, phone numbers, social security number, and email addresses), and the comments attributable to any and all CSU students, student witnesses and their parents pertaining to the underlying facts and circumstances of this lawsuit. The term "documents" shall be broadly construed to include information that is recorded in any form, including but not limited to hard copy, electronic copy, audio or video recording, or photographic.

2. **Right of Access to Confidential Information**:

(a) **Disclosure Limited:** Disclosure of confidential information, in any form, including summaries thereof, shall be limited to the Court, the trier of fact, and the following persons: (i) each party's counsel of record (including all attorneys, paralegals and staff assisting counsel of record); (ii) all named parties; and (iii) any relevant expert witness retained by the parties.

(b) **Prohibition Against Disclosure to Unauthorized Persons:** Confidential information relating to CSU students, student witnesses and their parents shall be kept confidential and shall not be disclosed, given, shown, made available, discussed, or otherwise communicated in any manner either directly or indirectly to any person not authorized to receive the confidential information under the terms of this Stipulation and Protective Order.

(c) **Disclosure Contrary to this Protective Order:** If confidential information is disclosed to any one other than those authorized by this Protective Order, the person or party responsible for the improper disclosure shall immediately notify all other parties, their attorneys of record, and the court, of the improper disclosure of confidential information, without prejudice to any other rights and remedies of the parties. The person or party responsible for the improper disclosure of confidential information shall also immediately notify the recipient of the disclosure of the confidential information that the information is not to be disclosed and is subject to this Protective Order.

3. **Disclosure Must Conform to this Agreement and Future Court Orders:** Unless modified by any future order issued by the court, no person or party shall directly or indirectly utilize or disclose the confidential information except in compliance with this Stipulation and Protective Order.

4. **Right to See or Agree to Other Orders:** This Protective Order shall not prevent any party from applying to the court for relief from this order, or from applying to the court for further or additional protective orders, or from agreeing among themselves to modify or vacate this Protective Order, subject to the further approval of the court.

5. **Return of Confidential Information and Continued Agreement to Confidentiality:** At the conclusion of this action, all confidential information relating to CSU students, student witnesses and their parents, pursuant to this Protective Order, and all copies thereof, shall be returned to CSU's attorneys of record, or at the party's option, destroyed by their attorneys of record 180 days after final conclusion of this action. The provisions of this Stipulation and Protective Order, insofar as it restricts the disclosure, communication, or use of confidential information, shall continue to be binding after the conclusion of this action.

Dated: 4.29.08

TOSDAL, SMITH, STEINER & WAX

THOMAS TOSDAL
Attorneys for Plaintiff Deena Deardurff Schmidt

Dated: 5/12/08

PAUL, PLEVIN, SULLIVAN & CONNAUGHTON

RICHARD A. PAUL
Attorneys for Defendant The Board of Trustees of the California State University

ORDER

GOOD CAUSE APPEARING, IT IS ORDERED that the parties listed above shall follow the procedures set forth in this Stipulation and Protective Order with respect to personal, private and confidential information relating to CSU students, student witnesses and their parents disclosed through discovery in this matter:

"Confidential Information" shall mean any information contained in any records, documents, testimony (in any forum), interrogatory responses, or other discovery responses, relating to the identity of all CSU students, student witnesses and their parents (including but not limited to a student's name, home address, phone numbers, social security number, and email addresses), and the comments attributable to any and all CSU students and student witnesses pertaining to the underlying facts and circumstances of this lawsuit. The term "documents" shall be broadly construed to include information that is recorded in any form, including but not limited to hard copy, electronic copy, audio or video recording, or photographic.

Confidential information relating to CSU students, student witnesses and their parents shall be kept confidential and shall not be disclosed, given, shown, made available, discussed or otherwise communicated in any manner, either directly or indirectly, to any person not authorized to receive the information as set forth in paragraph 2 above of this Protective Order.

In the event that confidential information relating to CSU students, CSU student witnesses or their parents is disclosed to any person other than in the manner authorized by this Protective

Order, the person responsible for the improper disclosure shall immediately notify all other parties, their attorneys of record, and the court, of the improper disclosure of confidential information, without prejudice to any other rights and remedies of the parties. The person or party responsible for the improper disclosure of confidential information shall also immediately notify the recipient of the disclosure of the confidential information that the information is not to be disclosed and is subject to this Protective Order.

Unless modified by any future order issued by the court, no person or party shall directly or indirectly utilize or disclose the confidential information except in compliance with this Stipulation and Protective Order.

This Protective Order shall not prevent any party from applying to the court for relief from this order, or from applying to the court for further or additional protective orders, or from agreeing among themselves to modify or vacate this Protective Order, subject to the further approval of the court.

The Court may modify this Order *sua sponte* in the interest of justice. Further, this Order is subject to further court orders based upon public policy and other considerations.

At the conclusion of this action, all confidential information relating to CSU students, student witnesses or their parents pursuant to this Protective Order, and all copies of such confidential information, shall be returned to CSU's attorneys of record, or at the party's option, destroyed by their attorneys of record 180 days after final conclusion of this action. The provisions of this Stipulation and Protective Order, insofar as it restricts the disclosure, communication of, or use of confidential information, shall continue to be binding after the conclusion of this action.

This Protective Order shall not constitute an order sealing any portion of the court's file and is not an order restricting any future order of the court or court process.

Dated: 5/13/08

[signature]

Magistrate Judge William McCurine